

Programmer: MeTV National Limited Partnership

Affiliated Program Stream:

Broadcaster: WTVA, Inc.

Community of License: ~~Columbus~~ Tupelo, MS

Station: WTVA-TV

Station DMA: Columbus - Tupelo (133)

1. **Term.** Three years from the Effective Date. Automatic renewal for additional three-year term unless either party provides four months prior written notice of intent not to renew. *four*

2. **Certain Definitions.**

"**Affiliated Program Stream**" means the Primary Program Stream or Multicast Stream of the Station on which the Programming is principally broadcast pursuant to this Term Sheet.

"**Multicast Stream**" means a free, over-the-air program stream broadcast within the Station's 6 MHz digital television signal, other than the Station's Primary Program Stream, and excluding any program stream transmitted by a method or in a standard specifically designed for mobile reception.

"**Primary Program Stream**" means the Station's free, over-the-air program stream broadcast within the Station's 6 MHz digital television signal that is the successor to the Station's analog stream, if any, and that Station consistently designates as its primary program stream.

"**Programming**" means the programming (including commercial identification and content) included in the television programming service currently known as the MeTV Network (the "Network").

3. **Programming Provided.** Programmer shall deliver to Broadcaster via satellite a 24/7 feed of the Network containing Programming in an ATSC standard definition format. Programmer shall be solely responsible for the selection and scheduling of the Programming. The Programming shall include at least three (3) hours per week of children's programming that meets the definition of educational and informational programming of the FCC's rules ("Children's Programming").

4. **Grant of Rights.** Programmer hereby grants to Broadcaster the non-exclusive (except as set forth in Section 5) right and license to broadcast via free television (as such term is commonly understood in the television industry) the Programming on the Affiliated Program Stream of the Station in the Station's DMA. The rights granted hereunder are limited solely to (i) the right to broadcast the Programming on the Affiliated Program Stream, and on the Alternate Stream as permitted under Section 8, of the Station, and (ii) the right to authorize simultaneous retransmission of the Affiliated Program Stream by cable system operators, direct-to-home satellite system operators, approved IPTV service operators (including U-Verse and FIOS) or other multichannel video programming distributors, so long as transmission via any such technologies is for receipt by television receivers only (collectively, "MVPD Distributors") pursuant to Station's exercise of its must-carry or retransmission consent rights in accordance with Section 10.

5. **Exclusivity.** Broadcaster shall be entitled to invoke the protection against simultaneous duplication of the Network Programming imported under the Compulsory Copyright License, as provided in Section 76.92 of the FCC's rules, to the maximum geographic extent permitted by the FCC's rules within the Station's DMA. These rights shall be enforceable solely with respect to the duplicating programming of a Network-affiliated broadcast television station that is licensed to a community outside the Station's DMA.

6. **In-Pattern Broadcast.** Except as authorized under Sections 7 and 8, Broadcaster shall broadcast the Programming (i) on the Affiliated Program Stream on a full time (i.e., 24/7) basis, without modification, time-shifting, or editing; (ii) in its entirety, including all commercial announcements, without interruption, deletion, addition, or alteration of any kind (except for the insertion by Broadcaster of advertisements, promotions, or public service announcements during periods designated by Programmer as available for such insertions); and

(iii) on an in-pattern basis. Within fifteen (15) days after the end of each month, Broadcaster shall provide to Programmer monthly performance reports in a form and substance reasonably requested by Programmer.

7. **Exceptions to In-Pattern Broadcast.** The terms and conditions of *Exhibit A* shall apply with respect to any preemption or substitution of Programming.

8. **Simulcasts on Alternate Stream.** If a Station's Affiliated Program Stream is a Multicast Stream, Programmer may designate a minimum of one (1) hour of Programming per day, Monday through Sunday, and, with Programmer's prior approval, Broadcaster may telecast such Programming (including all national commercial advertisements originally contained therein) on the Station's Primary Feed (the "Alternate Stream") on either (a) a simulcast basis, or (b) a time-shifted basis at a time mutually agreed upon by Programmer and Broadcaster between 9:00 am and 12:00 midnight local time within twenty-four (24) hours following such Programming's scheduled in-pattern broadcast. In the event that Broadcaster telecasts Programming on a time-shifted basis pursuant to this Section 8, Broadcaster agrees that such time-shifted telecast shall be the sole telecast of such Programming, and that Broadcaster shall be responsible for filling the original time slot of such Programming with other programming obtained by Broadcaster at Broadcaster's expense. Any programming substituted by Broadcaster shall be subject to Programmer's prior written approval as follows: (a) for regularly recurring substitutions, Broadcaster shall seek Programmer's approval at least 30 days in advance of the telecast; (b) for all other substitutions, Broadcaster shall seek Programmer's approval as early as practicable, but at least 7 days prior to the telecast.

9. **Commercial Inventory.** Broadcaster shall be entitled to five (5) minutes of local commercial advertising availabilities per hour of Programming (other than Children's Programming, which shall not contain local commercial advertising availabilities). Notwithstanding the foregoing and notwithstanding anything to the contrary herein, Programmer shall retain all commercial advertising availabilities on the Network between the hours of 12am and 6am each day and Broadcaster shall not be entitled to any commercial advertising availabilities during such hours.

10. **Retransmission of Programming.** Broadcaster shall have the right to exercise its must-carry or retransmission consent rights with respect to carriage of the Affiliated Program Stream by any MVPD Distributor serving the Station's DMA. *Exhibit B* lists all MVPD Distributors on which the Affiliated Program Stream is carried as of the Effective Date.

Twelve (12) months  
11. **Cable Subscriber Threshold.** Broadcaster shall use its best efforts to reach eighty percent (80%) of all cable subscribers residing in the Station's DMA through retransmission of the Affiliated Program Stream on cable systems in the Station's DMA (the "Cable Subscriber Threshold") as soon as possible, but not later than six (6) months after the Effective Date. If Broadcaster fails to achieve the Cable Subscriber Threshold before the end of the sixth (6th) month after the Effective Date, then Programmer may (i) terminate this Term Sheet on thirty (30) days' written notice, or (ii) act as Broadcaster's agent in seeking carriage on behalf of Broadcaster. Until such time as Broadcaster secures carriage of the Affiliated Program Stream on a given cable or satellite system in the Station's DMA, Programmer shall have the right to negotiate a direct feed of the Network to such cable or satellite system.

12. **Music.** Broadcaster shall, at its sole expense, obtain and maintain for the Station such licenses, including music performing rights licenses, as are necessary for the Station to broadcast the Programming, including, but not limited to, all necessary licenses and agreements with ASCAP, BMI and SESAC.

13. **Use of Trademarks and Logos.** Each party may use the other's trademarks, trade names, logos and other Network branding elements, as applicable (including each Station's name and call letters) in publicizing its activities and Programming pursuant to this Term Sheet. Broadcaster shall not delete or alter any copyright, trademark, logo, notice or other Network branding element, or any credit, included in any materials delivered pursuant to this Term Sheet. The provisions of this paragraph apply to all on-air and ancillary uses by a party of the other's copyright, trademarks, trade names, logos and other Network branding elements or credits.

14. **Promotion.** Broadcaster shall promote the Programming on its Primary Program Stream (regardless of whether such Primary Program Stream is the Affiliated Program Stream), and shall cause each Station to broadcast not less than 6 (6) Network promotions each day throughout the Term (excluding time periods during qualified Children's Programming). *Monthly*

15. **MeTV Box.** A MeTV Station-In-A-Box (a "Box") shall be required for use in broadcasting the Programming. The Box is valued at \$25,000 each. Programmer may provide the Box to Broadcaster during the Term, and, if

so, Broadcaster and Station hereby acknowledge and agree that Programmer shall retain ownership of all right, title and interest in and to the Box, and that Broadcaster shall be responsible to maintain the Box in good working condition. If Programmer does not provide the Box, Broadcaster shall be responsible for obtaining the Box at Broadcaster's expense. Broadcaster shall use the Box solely in connection with the broadcast rights granted pursuant to this Term Sheet and for no other purpose or programming without the express written consent of Programmer. Upon termination of this Term Sheet for any reason, Broadcaster shall promptly return the Box to Programmer.

16. **Termination.** Either party may terminate this Term Sheet if the other party materially breaches any provision of this Term Sheet and such breach is not cured within (30) days after notice thereof. Programmer may terminate this Term Sheet (A) upon thirty (30) days' written notice to Broadcaster, if Programmer ceases Network operations for any reason; or (B) as otherwise provided in this Term Sheet.

X 17. **Broadcaster's Liability Insurance.** Broadcaster shall, at its expense, secure and maintain in force during the Term hereof a policy of Broadcaster's liability insurance for the Station and standard Errors and Omissions Insurance reasonably acceptable to Programmer, and naming Programmer as an additionally insured thereunder.

18. **Miscellaneous Provisions.** This Term Sheet sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, proposals or understandings as to such subject matter. Neither party shall publicly disclose any of the specific terms and conditions of this Term Sheet. Any waiver of any provision of this Term Sheet must be in writing and signed by the party alleged to have waived such provision, and any single waiver shall not operate to waive subsequent or other defaults. This Term Sheet is subject to, and Broadcaster shall ensure compliance with, the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. This Term Sheet shall be governed by the law of the State of Illinois, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Term Sheet to the substantive law of another jurisdiction.

19. **Long-Form.** The parties agree to negotiate in good faith a long-form agreement ("Agreement") containing the terms and conditions set forth in this Term Sheet, as well as other terms and conditions typically found in agreements of similar nature. Until such Agreement is executed by the parties hereto, this Term Sheet shall be binding and continue to apply in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Term Sheet as of the day and year first above written.


REVIEWED BY:

  
JOHN BRYAN  
PRESIDENT  
DOMESTIC TELEVISION DISTRIBUTION  
METRO-GOLDWYN-MAYER STUDIOS INC.

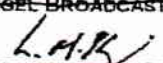
THIS TERM SHEET SHALL NOT BE BINDING UNLESS AND UNTIL SIGNED BY BOTH PARTIES BELOW.

ACCEPTED AND AGREED:

BROADCASTER

By:   
Name: John P. Sullivan  
Title: Station Manager

WEIGEL BROADCASTING CO.

By:   
Name: Norman W. Shapiro  
Title: President

Madison Media LLC  
General Partner

**Exhibit A**

**Exceptions to In-Pattern Broadcast**

1. **Substitutions and Preemptions.** Nothing in this Term Sheet shall limit Broadcaster's right in good faith (A) to reject or refuse any Programming that Broadcaster reasonably believes to be unsatisfactory or unsuitable, or contrary to the public interest, or (B) to substitute a program that, in Broadcaster's opinion, is of greater local or national importance than a Program. Broadcaster shall have the right to substitute the Programming with the following programming: (X) live local (including college) sports programming, (Y) programming required to be distributed on the sub-channel pursuant to any pre-existing agreement between Broadcaster and a third-party, ~~and~~ (Z) up to twenty (20) additional programming hours per year as determined by Broadcaster in its reasonable discretion, *and up to ~~four~~ four (4) hours of religious programming per week*
2. **Procedures Relating to Substitution and Preemption.** Broadcaster shall give Programmer written notice of each rejection, refusal or substitution, *the identity and length of the programming to be substituted for a Program (the "Substitute Programming") and the justification therefor,* not later than seventy-two (72) hours after receiving notice of such Program, or as soon thereafter as possible. Programmer reserves the right to request Broadcaster to broadcast said Program (including all national commercial advertisements originally contained therein) in an alternate time period or program stream normally occupied by other Programming and Programmer may license the broadcast rights to such rejected Programming to any other television station or stations located in the Station's DMA or elsewhere should accommodation for clearance not be reached.
3. **Unauthorized Preemptions.** An "Authorized Preemption" shall mean any failure by a Station to broadcast any Programming: (A) due to force majeure; (B) pursuant to Section 7; or (C) as otherwise approved by in advance and in writing by Programmer. Any other preemption or failure to broadcast any Programming that is not an Authorized Preemption is an "Unauthorized Preemption." If within any three (3) -month period during the Term, Station makes three (3) or more Unauthorized Preemptions of any Programming, Programmer shall have the right, upon thirty (30) days prior written notice to Broadcaster, to terminate this Term Sheet.

***Exhibit B***

**Cable and Satellite Systems**

[List of all cable and satellite systems on which the Station is currently carried.]



WTUA-TV Primary Stream Cable Carriage 8-11

City/Head In	State	County	Cable System	Subs	DMA	CH #
Aberdeen (Incl: Weir & Chester)	MS	Monroe	MetroCast	1,785	Columbus-Tupelo-West Point, MS	9
Ackerman	MS	Choctaw	Branch Cable	1,000	Columbus-Tupelo-West Point, MS	9
Aliceville	AL	Pickens	Northland	3,300	Birmingham, AL	9
Amory	MS	Monroe	MetroCast	3,140	Columbus-Tupelo-West Point, MS	9
Artesia	MS	Lowndes	Magnolia Cable (Dixie)	n/a	Columbus-Tupelo-West Point, MS	9
Ashland	MS	Benlon	MetroCast	257	Memphis, TN	10
Belmont	MS	Tishomingo	MetroCast	1,100	Columbus-Tupelo-West Point, MS	9
Boonville (Incl: Guntown, Baldwin, Jumpertown & Sallilio)	MS	Prentiss	MetroCast	8,484	Columbus-Tupelo-West Point, MS	9
Bruce	MS	Calhoun	MetroCast	1,100	Columbus-Tupelo-West Point, MS	12
Burnsville	MS	Tishomingo	MetroCast	264	Columbus-Tupelo-West Point, MS	9
Calhoun City	MS	Calhoun	MetroCast	1,812	Columbus-Tupelo-West Point, MS	11
Charleston	MS	Tallahatchie	Cable One-Winona	922	Greenwood-Greenville, MS	9
Coffeeville	MS	Yalobusha	MetroCast	290	Columbus-Tupelo-West Point, MS	14
Columbus	MS	Lowndes	Cable One-Columbus	15,550	Columbus-Tupelo-West Point, MS	5
Corinth	MS	Alcorn	Comcast	7,055	Memphis, TN	9
Crawford	MS	Lowndes	Magnolia Cable (Dixie)	n/a	Columbus-Tupelo-West Point, MS	9
Crowder	MS	Quitman	Alliance Com Media	148	Memphis, TN	9
De Kalb	MS	Kemper	Galaxy	252	Meridian, MS	9
Ethel	MS	Attala	MetroCast-Kosciusko	10	Jackson, MS	9
Eupora	MS	Webster	Galaxy	1,041	Columbus-Tupelo-West Point, MS	11
Eutaw	AL	Greene	Sky Cablevision	1,297	Birmingham, AL	9
Fayette	AL	Fayette	West Alabama TV Cable	2,310	Birmingham, AL	9
Fulton	MS	Itawamba	Comcast	3,746	Columbus-Tupelo-West Point, MS	8
Grenada	MS	Grenada	Cable One-Grenada	7,200	Greenwood-Greenville, MS	9
Guin	AL	Marion	Communicom	957	Birmingham, AL	9
Hackleburg	AL	Marion	James Cable Partners LP	319	Birmingham, AL	9
Hamilton	AL	Marion	West Alabama TV Cable	2,261	Birmingham, AL	9
Hamilton	MS	Monroe	Cable One-Columbus	700	Columbus-Tupelo-West Point, MS	5
Hickory Flat	MS	Benlon	MetroCast	388	Memphis, TN	9
Holly Springs	MS	Marshall	MetroCast	1,900	Memphis, TN	9
Itta Bena	MS	Leflore	Cable One-Winona	600	Greenwood-Greenville, MS	7
Iuka	MS	Tishomingo	MetroCast	1,903	Columbus-Tupelo-West Point, MS	9

City/Headquarters	State	County	Cable System	Subs	DMA	Ch
Kosciusko	MS	Attala	MetroCast-Kosciusko	2,230	Jackson, MS	9
Lexington	MS	Holmes	Cable One-Winona	2,900	Jackson, MS	9
Louisville	MS	Winston	Mediacom	3,900	Columbus-Tupelo-West Point, MS	9
Maben (Incl: Maffistion)	MS	Webster	MetroCast	430	Columbus-Tupelo-West Point, MS	9
Macon	MS	Noxubee	Cable TV Inc-Macon	1,290	Columbus-Tupelo-West Point, MS	9
Marks	MS	Ouيمان	Cable One-Batesville	1,415	Memphis, TN	9
Millport	AL	Lamar	Northland	650	Columbus-Tupelo-West Point, MS	9
Nettleton (Incl: Shannon & Smithville)	MS	Monroe	MetroCast	1,818	Columbus-Tupelo-West Point, MS	9
New Albany (Incl: Ecru & Myrtle)	MS	Union	MetroCast	4,570	Columbus-Tupelo-West Point, MS	9
Oakland	MS	Yachusha	L&J	76	Columbus-Tupelo-West Point, MS	9
Oxford	MS	Lefayette	MetroCast	10,590	Memphis, TN	9
Phil Campbell	AL	Franklin	Tri-County Cable	821	Huntville-Decatur/Florence	9
Pontotoc	MS	Pontotoc	MetroCast	5,090	Columbus-Tupelo-West Point, MS	9
Pontotoc	MS	Pontotoc	Zoom Media	825	Columbus-Tupelo-West Point, MS	11
Red Bay	AL	Franklin	MetroCast	1,234	Huntville-Decatur/Florence	10
Ripley	MS	Tippah	Ripley Cable	3,800	Memphis, TN	9
Scotoba	MS	Kemper	Dixie Cablevision	134	Meridian, MS	9
Starkville (Incl: Adation)	MS	Oktibbeha	MetroCast	12,000	Columbus-Tupelo-West Point, MS	9
Sulfigent	AL	Lamar	James Cable Partners LP	811	Columbus-Tupelo-West Point, MS	9
Sumner	MS	Tallahatchie	Cable One-Winona	899	Greenwood-Greenville, MS	9
Sunflower	MS	Sunflower	Sledge Cable Co Inc	375	Greenwood-Greenville, MS	9
Tupelo (Incl: Okolona)	MS	Lee	Comcast	15,332	Columbus-Tupelo-West Point, MS	6
West Point	MS	Clay	Comcast	3,480	Columbus-Tupelo-West Point, MS	7
Winfield	AL	Marion	West Alabama TV Cable	2,051	Birmingham, AL	9
Winona (Incl: Duck Hill & Kilmichael)	MS	Montgomery	Cable One-Winona	6,649	Columbus-Tupelo-West Point, MS	9
Winstonville	MS	Bolivar	Winston Communications	70	Greenwood-Greenville, MS	9
08/25/11				152,490		

**ADDENDUM**

This addendum to that certain Station Affiliation Binding Term Sheet whose Effective Date is January 1, 2012 by and between MeTV National Limited Partnership and WTVA-TV (the "Agreement") is simply to confirm that, during the term of the Agreement, WTVA-TV will broadcast MeTV on a 24/7 basis on WTVA-TV's ".2" sub-channel (subject to the preemptions permitted under the Agreement).

WTVA-TV

By: 

Name: John P. Sullivan

Title: Station Manager